

Agreement Id: 4400411621

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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
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15 ADOBE SYSTEMS INCORPORATED, a  
16 Delaware Corporation,

17 Plaintiff,

18 v.

19 EVALUESOFTWARE.COM, LLC, a Nevada  
20 Limited Liability Company; JUSTIN CATES,  
an Individual; and DOES 1-10, Inclusive,

21 Defendants.  
22

Case No.: CV13-04078 SI

~~PROPOSED~~ PERMANENT  
INJUNCTION AGAINST DEFENDANTS  
EVALUESOFTWARE.COM, LLC AND  
JUSTIN CATES AND DISMISSAL OF  
ENTIRE ACTION WITH PREJUDICE

Honorable Susan Illston  
Courtroom 10

23 The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal of  
24 entire Action, with prejudice ("Stipulation"), between Plaintiff Adobe Systems Incorporated  
25 ("Plaintiff" and/or "Adobe"), on the one hand, and Defendants eValueSoftware.com, LLC  
26 ("eValue") and Justin Cates ("Cates") (collectively, "Defendants"), on the other hand, hereby  
27 ORDERS, ADJUDICATES and DEGREES that a permanent injunction shall be and hereby is  
28 entered against Defendants as follows:

1           1.     **PERMANENT INJUNCTION.** Defendants eValue and Cates and any person or  
 2 entity acting in concert with, or at its direction, including any and all officers, directors, agents,  
 3 servants, employees, and any others over which it may exercise control, are hereby restrained  
 4 and enjoined, from engaging in, directly or indirectly, or authorizing or assisting any third party  
 5 to engage in, any of the following activities:

6           a.     importing, exporting, marketing, selling, offering for sale, distributing or  
 7 dealing in any product or service that uses, any of Plaintiff's Trademarks and/or Plaintiff's  
 8 Copyrights, including but not limited to ADOBE® ACROBAT® marks and works;

9           b.     except for personal use with a valid user license, importing, exporting,  
 10 downloading, uploading, marketing, selling, offering for sale, distributing or dealing in any  
 11 activation codes, keys, or serial numbers relating to any of Plaintiff's Trademarks and/or  
 12 Plaintiff's Copyrights, including but not limited to ADOBE® ACROBAT® marks and works;

13          c.     importing, exporting, marketing, selling, offering for sale, distributing or  
 14 dealing in any product or service that uses, or otherwise making any use of, any of Original  
 15 Equipment Manufacturer ("OEM"), educational, government, or Adobe Employee Software  
 16 Purchasing Program software, activation keys, code, or serial numbers relating to Plaintiff's  
 17 Trademarks and Plaintiff's Copyrights, including but not limited to ADOBE® ACROBAT®  
 18 marks and works; and

19          d.     using any Internet domain name that includes any of Plaintiff's  
 20 Trademarks and/or Plaintiff's Copyrights, including the ADOBE® ACROBAT® marks and  
 21 works.

22          2.     If Plaintiff believes Defendants have acted in a manner contrary to the terms of  
 23 this Permanent Injunction, Plaintiff shall first provide Defendants with notice of such belief.  
 24 Said notice shall include specific details so that Defendants can cure the alleged conduct in the  
 25 event the alleged conduct is a breach of this Permanent Injunction. In addition, said notice shall  
 26 be provided to Defendants through its counsel and sent by email and overnight delivery. In the  
 27 event that the alleged conduct is a breach of this Permanent Injunction, Defendant shall have ten  
 28 (10) non-holiday weekdays from its counsel's receipt of the overnight delivery of Plaintiff's

1 notice to cure the alleged conduct. If the alleged conduct has not been corrected within the cure  
2 period, Plaintiff may seek relief through the Court in addition to seeking remedies and damages  
3 under any other rights Plaintiff may have, which the parties acknowledge are fully reserved.  
4 Notwithstanding the foregoing, Plaintiff's obligation to first provide Defendants with notice and  
5 an opportunity to cure shall only apply to the first instance of breach of this Permanent  
6 Injunction. As such, after one single notice to each Defendant regarding actual breach(es) of  
7 this Permanent Injunction, Plaintiff may seek immediate relief without any further notice to said  
8 Defendant(s), including seeking *ex parte* relief.

9 3. This Permanent Injunction shall be deemed to have been served upon Defendants  
10 at the time of its execution and entry by the Court.

11 4. Plaintiff alleges that it has no adequate remedy at law for the acts of Defendants  
12 complained of in this action, as injury to Plaintiff's reputation and goodwill cannot be quantified  
13 and such injury cannot be compensated by monetary amounts.

14 5. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be  
15 taken from this Permanent Injunction and Dismissal, and the parties waive all rights to appeal.  
16 This Court shall expressly retain jurisdiction over this matter to enforce any violation of the  
17 terms of this Permanent Injunction and Dismissal or the separate confidential settlement  
18 agreement by and between Plaintiff and Defendants.

19 6. **NO FEES AND COSTS.** Each party shall bear its/his own attorneys' fees and  
20 costs incurred in this matter.

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By: Susan Illston  
HONORABLE SUSAN ILLSTON  
United States District Court Judge  
Northern District of California

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **[PROPOSED] PERMANENT INJUNCTION AGAINST DEFENDANTS EVALUESOFTWARE.COM, LLC AND JUSTIN CATES AND DISMISSAL OF ENTIRE ACTION WITH PREJUDICE** was electronically filed with the Clerk of the Court using ECF which will send notification and a copy of such filing to the following:

**EVALUESOFTWARE.COM, LLC**  
**c/o Bill Frimel, Esq.**  
**bill@hsflp.com**  
**Heffernan Seubert & French, LLP**  
**1075 Curtis Street**  
**Menlo Park, CA 94025**

**JUSTIN CATES**  
**c/o Bill Frimel, Esq.**  
**bill@hsflp.com**  
**Heffernan Seubert & French, LLP**  
**1075 Curtis Street**  
**Menlo Park, CA 94025**

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 10, 2014, at Woodland Hills, California.



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Evelyn Ruano